



BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

Guy M. Hicks
Executive Secretary

REC'D TN
REGULATORY AUTH.
NOV 23 PM 12 07

November 19, 1999
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Business Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~99-00773~~

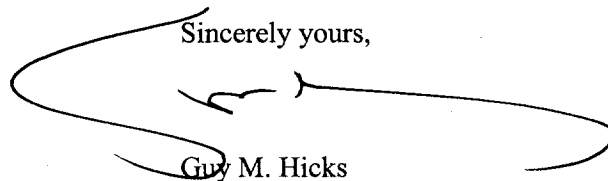
99-00897

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Business Telecom, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement. The Amendment includes rates, terms and conditions for Unbundled Copper Loops.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Charles B. Welch, Jr.
Attorney for BTI

FILE

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated
by BellSouth Telecommunications, Inc. and Business Telecom, Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00773~~

99-00897

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BUSINESS TELECOM, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BTI and BellSouth state the following:

1. BTI and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to BTI. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on July 21, 1998.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment includes rates, terms and conditions for Unbundled Copper Loops. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, BTI and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

FILE

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and BTI within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. BTI and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

BTI and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22 day of Nov., 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

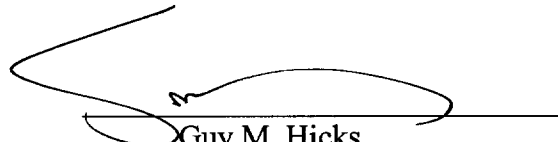
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of Nov, 1999:

Charles B. Welch, JR., Esq.
Farris, Mathews, et al.
511 Union Street, Suite 2400
Nashville, TN 37219
Attorney for BTI



Guy M. Hicks

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
BUSINESS TELECOM, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 2, 1997

Pursuant to this Agreement (the "Amendment"), Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated January 2, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment C-2 of the Interconnection Agreement is hereby amended to include the rates, terms and conditions for the provision of Unbundled Copper Loops as follows:

To the extent that it exists within the BellSouth network at given customer location, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.

The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.

The UCL Loop is a dry copper loop and is not intended to support any particular telecommunications service. BTI may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of BTI's choosing. BTI will determine the type of service that will be provided over the loop.

Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain electrical continuity and provide balance relative to tip and ring on UCL loops.

The UCL loop shall be provided to BTI in accordance with BellSouth's Technical Reference 73600.

	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Unbundled Copper Loop*									
Recurring	\$19.41	\$21.98	\$18.69	\$18.84	\$25.47	\$22.26	\$19.12	\$22.54	\$20.11
Non-Recurring									
Non-Recurring 1st	\$585.20	\$593.58	\$585.62	\$585.01	\$587.35	\$585.29	\$584.23	\$587.37	\$586.27
Non-Recurring Add'l	\$455.63	\$461.96	\$455.76	\$455.57	\$457.30	\$455.70	\$454.93	\$457.32	\$456.43
Manual Svc Ord -1st	\$46.62	\$47.54	\$46.90	\$46.48	\$46.79	\$46.63	\$46.46	\$46.79	\$46.75
Manual Svc Ord -Adl	\$20.56	\$20.96	\$20.68	\$20.50	\$20.63	\$20.56	\$20.49	\$20.63	\$20.61
Order Coordination 1 st & Add'l.	\$16.00	\$16.19	\$15.98	\$16.02	\$16.06	\$16.00	\$15.99	\$16.06	\$16.03

2. All of the other provisions of the Interconnection Agreement dated January 2, 1997 shall remain unchanged and in full force and effect until the expiration date.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Business Telecom, Inc.

By: 

Signature

Name: Anthony M. Copeland

BellSouth Telecommunications, Inc.

By: 

Signature

Name: Jerry D. Hendrix

Title: Executive Vice President / Title: Senior Director

General Counsel

Date: October 8, 1999

Date: 10/11/99